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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

12 ANDRES REGALADO, individually
13 and on behalf of the putative classes,

14 Plaintiff,

15 vs.

16 RYDER INTEGRATED LOGISTICS,
17 INC., a Delaware corporation, and
18 DOES 1-10 inclusive,

19 Defendants.
20

Case No. 2:12-cv-05737-DSF (FFMx)

**ORDER GRANTING
PRELIMINARY APPROVAL OF
AMENDED CLASS ACTION
SETTLEMENT, CONDITIONALLY
CERTIFYING A SETTLEMENT
CLASS, APPROVING FORM OF
NOTICE TO THE CLASS,
SETTING HEARING ON FINAL
APPROVAL OF SETTLEMENT,
AND GRANTING FILING OF
FOURTH AMENDED COMPLAINT**

21
22 On review and consideration of the Amended Settlement Agreement dated
23 September 30, 2013 (the “Amended Settlement Agreement” or “Amended
24 Agreement”) in the above-captioned case (the “Action”), and after a hearing on
25 November 4, 2013, and good cause appearing, this Court finds and orders as
26 follows:

27 1. The parties’ Stipulation to allow Plaintiff to file the Fourth Amended
28 Complaint is GRANTED.

1 2. The terms of the Amended Agreement, and the Settlement provided for
2 therein, are preliminarily approved as fair, reasonable, and adequate, subject to
3 further consideration thereof at the Final Approval Hearing described in Paragraph
4 18 of this Order.

5 3. The definitions set forth in the Amended Agreement are incorporated
6 by reference into this Order.

7 4. Solely for the purpose of settlement, in accordance with the Amended
8 Agreement and pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil
9 Procedure, this Court certifies the following Class:

10 All persons who meet all of the following criteria:

11 (i) Defendant procured a consumer report on the individual
12 for employment purposes during the Class Period;

13 (ii) the consumer report was scored red or yellow;

14 (iii) the individual was not hired by or offered employment
15 with Defendant;

16 (iv) Defendant did not send or cause to be sent to the
17 individual an Adverse Action Notice; and

18 (v) Defendant's human resources records and applicant
19 tracking system reflect a disposition code that indicates the
20 individual was not hired or offered employment because the
21 individual did not meet Defendant's background check
22 requirements.

23 5. Pursuant to the Amended Agreement, and for settlement purposes
24 only, the Court finds as to the Class that:

25 a. the Class is so numerous that joinder of all members is
26 impracticable;

27 b. there are questions of law or fact common to the Class;
28

1 c. the claims of the Class Representative are typical of the
2 claims of the Class that the Class Representative seeks to
3 certify;

4 d. Class Representative and Plaintiff's Counsel will fairly
5 and adequately protect the interests of the Class;

6 e. the questions of law or fact common to members of the
7 Class, and which are relevant for settlement purposes,
8 predominate over the questions affecting only individual
9 members; and

10 f. certification of the Class is superior to other available
11 methods for fair and efficient adjudication of the controversy.

12 6. For the purpose of this preliminary approval and all matters relating to
13 the Settlement and this Action, until further order of the Court, Andres Regalado
14 shall be Class Representative of the Class and the law firm is appointed as counsel
15 for the Class ("Class Counsel"):

16 NICHOLS KASTER, PLLP
17 E. Michelle Drake
18 4600 IDS Center
19 80 South Eighth Street
Minneapolis, MN 55402

20 7. CAC Services Group is appointed to serve as Settlement Administrator
21 ("Settlement Administrator").

22 8. Pursuant to the terms of Paragraph 42 of the Amended Agreement,
23 Defendant is directed to prepare and provide to the Settlement Administrator a
24 Class Member List within twenty (20) days of the entry of this Order. Within
25 thirty-five (35) days of the entry of this Order, pursuant to the procedures detailed
26 in the Amended Agreement, the Settlement Administrator shall cause the Notice of
27 Pendency of Class Action Settlement and Final Hearing, substantially in the form
28 attached to the Amended Agreement as Exhibit 1 ("Notice of Class Settlement"),

1 and the Opt Out Request for Exclusion Form, substantially in the form attached as
2 Exhibit 2 to the Amended Agreement (“Opt Out Form”), to be sent via first-class
3 U.S. mail, postage prepaid, to all Class Members (“Class Notice”).

4 9. Pursuant to the terms of Paragraph 2 of the Amended Agreement,
5 Third Party Administration Costs will be paid separately by Defendant.

6 10. Defendant has already sent notice pursuant to the Class Action
7 Fairness Act, 28 U.S.C. § 1715.

8 11. Class Notice in compliance with the provisions set forth in Paragraph 6
9 above and the Amended Agreement is found to be the best notice practicable under
10 the circumstances, and constitutes due and sufficient notice of this Order to all
11 persons affected by or entitled to participate in the Settlement, in full compliance
12 with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and
13 Due Process.

14 12. Class Members wishing to exclude themselves from the Class shall
15 mail an Opt Out Form, described in Paragraph 47 of the Amended Agreement,
16 addressed to the Settlement Administrator and postmarked no later than forty-five
17 (45) days after the mailing of Class Notice. The Opt Out Form must be signed by
18 the Class Member or his or her authorized representative in the case of the Class
19 Member’s death or incapacity. Any Class Member who timely Opts Out from the
20 Settlement shall no longer be a member of the class, shall be barred from
21 participating in the Settlement, shall have no right to object to the Settlement, and
22 shall receive no benefit from the Settlement. Any Class Member who does not
23 properly and timely opt out shall be included in the Class and shall be bound by the
24 release and any Final Judgment entered in this Action.

25 13. Any Participating Class Member wishing to object to the Settlement
26 must submit an objection in the form prescribed by Paragraph 51 of the Amended
27 Agreement. Any Class Member who intends to object to the Settlement on any
28 grounds whatsoever must notify the Court, Class Counsel, Counsel for Defendant,

1 and the Settlement Administrator on or before forty-five (45) days after the mailing
2 of Class Notice.

3 14. No later than ten (10) days following the close of the Opt Out Period,
4 the Settlement Administrator will provide Class Counsel with a declaration attesting
5 to completion of the notice process set forth in the Amended Agreement, the
6 number and names of opt outs, and a summary of any disputes raised by any Class
7 Members. Class Counsel and Counsel for Defendant will file any responses to
8 written objections submitted to the Court in accordance with the Amended
9 Agreement at least seven (7) days prior to the Final Fairness Hearing.

10 15. Subject to the terms and conditions of the Amended Agreement, all
11 Class Members who do not Opt Out from the Settlement will be entitled to receive
12 their pro rata share of the settlement proceeds automatically without the need for
13 the submission of a claim form.

14 16. All other events contemplated under the Amended Agreement are to
15 occur after this Order and before the Final Approval Hearing described in
16 Paragraph 18, and shall be governed by the Amended Agreement, to the extent not
17 inconsistent with this Order.

18 17. Memoranda in support of Final Approval of the Settlement and any
19 petitions for attorneys' fees and a Class Representative Incentive Award shall be
20 filed with the Clerk of the Court within thirty-five (35) days of the date of this
21 Order. In connection with the Motion for Final Approval of the Settlement, Class
22 Counsel shall file the declaration of the Settlement Administrator referenced in
23 Paragraph 14 of this Order evidencing compliance with the provisions of this Order
24 concerning the mailing of the Class Notice, the number of opt-outs received, and
25 any objections received.

26 18. A hearing (the "Final Approval Hearing") shall be held before the
27 undersigned at 1:30 p.m. on February 3, 2014 in Courtroom 840, United States
28 District Court for the Central District of California, 255 East Temple Street, Los

1 Angeles, CA 90012, to consider the fairness, reasonableness, and adequacy of the
2 proposed Settlement, the entry of any final order or judgment in the Action, any
3 petition for attorneys' fees and incentive award, and other related matters. This
4 Hearing may be postponed, adjourned or continued by Order of the Court without
5 further notice to the Class.

6 19. Any Class Member who does not opt out of the Settlement may appear
7 at the Final Approval Hearing, in person or by counsel, if an appearance is filed and
8 served as provided in the Notice, and will be heard to the extent allowed by the
9 Court in support of, or in opposition to, the fairness, reasonableness, and adequacy
10 of the proposed Settlement, or the requested award of attorneys' fees and incentive
11 award; provided, however, that no person shall be heard in opposition to the
12 proposed Settlement and, if approved, the judgment entered hereon, or to the
13 requested award of attorneys' fees and incentive award, and no papers or briefs
14 submitted by any person shall be accepted or considered by the Court unless, on or
15 before forty-five (45) days after the mailing of Class Notice such person (i) has
16 filed with the Clerk of the Court a notice of such person's intention to appear,
17 clearly identifying the case name, number and judge, together with a statement that
18 indicates the basis for such opposition along with any supporting documentation,
19 and (ii) has served copies of such notice, statement, and documentation together
20 with copies of any other papers or briefs that such person files with the Court, either
21 in person, or by mail, and upon Class Counsel, Defendant's Counsel and the
22 Settlement Administrator, by mail, and (iii) otherwise complies with the Amended
23 Agreement and Notice of Class Settlement for purpose of such hearing.

24 20. All proceedings in the Action other than such as may be necessary to
25 carry out the terms and conditions in the Amended Agreement or the
26 responsibilities related or incidental thereto are stayed and suspended until further
27 order of this Court.
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1 21. The Court recognizes that certification under this Order is for
2 settlement purposes only, and shall not constitute or be construed as a finding by
3 the Court, or an admission on the part of Defendant or any of the Released Parties,
4 of any fault or omission with respect to any claim or that this action is appropriate
5 for class treatment for litigation purposes. Entry of this Order is without prejudice
6 to the rights of Defendant or any of the Released Parties to oppose class
7 certification in this action, should the proposed Settlement not be granted final
8 approval.

9 22. If Final Approval of the Settlement is not achieved, or if the Settlement
10 is terminated for any reason whatsoever, the Settlement and all proceedings had in
11 connection therewith shall be without prejudice to the *status quo ante* rights of the
12 Parties to the Action, and all Orders issued pursuant to the Settlement shall be
13 vacated. In such an event, the Settlement and all negotiations concerning it shall
14 not be used or referred to for any purpose whatsoever.

15
16 **IT IS SO ORDERED.**

17 11/7/13

18 DATED: _____



Dale S. Fischer
United States District Judge